

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

MARVIN JUSTICE, TOVE)
TARPGAARD, SCOTT DEAVILLA and)
AMAL SHAH, on behalf of themselves)
and all others similarly situated)

Plaintiffs,)

v.)

CVS CAREMARK CORPORATION, et)
al.,)

Defendants.)
_____)

CIVIL ACTION NO.:

12 Civ. 02915 (GWL)

**JOINT STIPULATION OF DISMISSAL WITH PREJUDICE AND
JOINT MOTION FOR APPROVAL OF SETTLEMENT**

Plaintiffs Marvin Justice, Tove Tarpgaard, Scott DeAvilla, and Amal Shah and Defendants CVS Caremark Corporation, Caremark PHC, L.L.C., Caremark, L.L.C., Pharmacare Management Services, Inc., and Caremark Rx, L.L.C. (collectively “the Parties”), hereby notify the Court that the Parties have resolved this action and all claims raised herein and hereby stipulate to the voluntary dismissal with prejudice of this action in its entirety pursuant to FED. R. CIV. P. 41(a). The Parties also move the Court for entry of an Order approving the Parties’ fully executed settlement agreement (submitted *in camera*) and show the Court as follows:

1. This case involved claims for alleged unpaid overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).
2. Pursuant to the Court’s May 16, 2012 Order, the Parties held an in-person settlement conference.
3. During the settlement conference, the Parties reached a settlement of Plaintiffs’ claims asserted in this case.

4. In the context of a private settlement of an FLSA claim, parties may present their settlement agreement to a District Court to obtain an order approving the fairness of the settlement. *See* 29 U.S.C. § 216(c); *Butler v. Am. Cable & Tel., LLC*, No. 09 CV 5336, 2011 WL 4729789, at *9 n.9 (N.D. Ill. Oct. 6, 2011) (citing *Pessoa v. Countrywide Home Loans, Inc.*, 06 CV 1419, 2007 WL 101757, at *2 (M.D. Fla. Apr. 2, 2007); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982).
5. During this litigation, the Parties were represented by experienced counsel.
6. The settlement negotiated and reached by the Parties reflects a fair and reasonable compromise of the disputed issues. Plaintiffs and their counsel discussed the viability of their claims and formulated their own proposed settlement figures. The Parties then engaged in settlement discussions, based upon their independent assessment of the merits of the Plaintiffs' claims. The Supreme Court's recent decision in *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156 (2012), which held that pharmaceutical sales representatives, are exempt from the minimum wage and overtime requirements of the FLSA because they are covered by the outside salesman exemption informed the parties during the negotiation.
7. The Parties, through their attorneys, voluntarily agreed to the terms of their settlement during negotiations. All Parties were counseled and represented by their respective attorneys throughout the litigation and settlement process.
8. Paragraphs 2(a)-(c) of the Confidential Settlement Agreement executed in July 2012, set forth the specific consideration provided to Plaintiffs to resolve their

claims and resolution of attorney's fees. (See Settlement Agreement submitted in camera).

9. Plaintiffs agree that the settlement of their claims is fair and reasonable under the circumstances.

10. Plaintiffs join Defendants in the stipulation of dismissal of this action with prejudice.

11. The Parties respectfully request that this Court approve the settlement agreement of the Parties.

12. The Parties jointly dismiss this action with prejudice.

Respectfully submitted, this 20th day of July, 2012.

s/ William S. Heyman

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CERTIFICATE OF SERVICE

I hereby certify that on July 20, 2012, I electronically filed the foregoing JOINT STIPULATION OF DISMISSAL WITH PREJUDICE AND JOINT MOTION FOR APPROVAL OF SETTLEMENT with the Clerk of the Court using CM/ECF, which will send electronic notification of such filing to the following counsel of record:

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